Qase 2:00-cv-12471-TJH-JWJ Document 17-3 Filed 05/20/2008

Page 1 of 150

1	known as CALSONIC NORTH
2	AMERICA, INC.); CANON BUSINESS MACHINES, INC.;
2	INTERNATIONAL PAPER
3	COMPANY; WASTE MANAGEMENT INC : UNITED
4	MANAGEMENT, INC.; UNITED DOMINION INDUSTRIES; CITY
5	OF LOS ANGELES, DEPARTMENT OF AIRPORTS;
6	CITY OF SANTA MARIA;
	CROSBY & OVERTON, INC.; DATATRONICS ROMOLAND, INC.; DEUTSCHENGINEERED
7	DATATRONICS ROMOLAND, INC · DELITSCHENGINEERED
8	CONNECTING DEVICES/DEUTSCH GAV;
9	DEVICES/DEUTSCH GAV; DISNEYLAND CENTRAL
	PLANT; DOW CHEMICAL COMPANY; FHL GROUP;
10	COMPANY; FHL GROUP; FIRMENICH INCORPORATED;
11	FORENCO, INC.; GAMBRO, INC.;
	∥ GATX TERMINALS
12	CORPORATION; GENERAL DYNAMICS CORPORATION;
13	GEORGE INDUSTRIES; GOLDEN
14	WEST REFINING COMPANY; GREAT WESTERN CHEMICAL
	COMPANY; GSF ENERGY, L.L.C. (successor to GSF ENERGY, INC.);
15	I GHI FSTREAM AFROSDACE
16	CORPORATION; HEXCEL CORPORATION; HILTON HOTELS CORPORATION; HITACHI HOME ELECTRONICS (AMERICA), INC.; BP AMERICA INC.; HONEYWELL
17	CORPORATION; HILTON HOTELS CORPORATION:
	HITACHI HOME ELECTRONICS
18	(AMERICA), INC.; BP AMERICA INC · HONEYWEI I
19	INTERNATIONAL INC.; HUBBEL INC.; HUCK MANUFACTURING
20	INC.; HUCK MANUFACTURING COMPANY (by its former parent
	COMPANY (by its former parent Federal Mogul Corporation); HUGHES SPACE AND
21	HUGHES SPACE AND COMMINICATIONS COMPANY:
22	COMMUNICATIONS COMPANY; HUNTINGTON PARK RUBBER
23	STAMP COMPANY; INTERNATIONAL RECTIFIER
	CORPORATION: JAN-KENS
24	ENAMELING COMPANY; JOHNS
25	INC.; K.C. PHOTO ENGRAVING
26	ENAMELING COMPANY; JOHNS MANVILLE INTERNATIONAL, INC.; K.C. PHOTO ENGRAVING CO.; KESTER SOLDER DIVISION, LITTON SYSTEMS, INC.; KIMBERLY CLARK
	KIMBERLY CLARK
27	WURLDWIDE, INC.: KULMAR
28	LABORATORIES, INC.; LOS ANGELES COUNTY

1	METROPOLITAN
2	TRANSPORTATION AUTHORITY; LOMA LINDA
3	AUTHORITY; LOMA LINDA UNIVERSITY; BRITISH ALCAN ALUMINUM, P.L.C.; MATTEL,
4	INC.; MAXWELL TECHNOLOGIES, INC.; THE MAY DEPARTMENT STORES
5	MAY DEPARTMENT STORES COMPANY; McDONNELL
6	DOUGLAS CORPORATION a wholly owned subsidiary of the
7	BOEING COMPANY; MEDEVA PHARMACEUTICALS CA, INC.
	(f/k/as MD PHARMACEUTICAL INC.); METROPOLITAN WATER
8	DISTRICT OF SOUTHERN
9	CALIFORNIA; MICO INC.; MINNESOTA MINING AND
10	MANUFACTURING COMPANY; OUALITY CARRIERS INC. (f/k/a
11	MANUFACTURING COMPANY; QUALITY CARRIERS INC. (f/k/a MONTGOMERY TANK LINES, INC.); NI INDUSTRIES (a division
12	of TRIMAS, a wholly owned subsidiary of MASCO TECH); NMB
13	TECHNOLOGIES CORP.; OHLINE CORP.; OJAI MANUFACTURING
14	TECHNOLOGY, INC.; SIEMENS MEDICAL SYSTEMS, INC.; PACIFIC BELL TELEPHONE
15	PACIFIC BELL TELEPHONE
16	COMPANY; PACIFIC GAS & ELECTRIC CO.; PIONEER VIDEO
17	MANUFACTURING INC.; PRINTED CIRCUITS
18	UNLIMITED; NELLCOR PURTIAN-BENNETT; LONZA
19	INC.; QUEST DIAGNÓSTICS CLINICAL LABORATORIES, INC.
20	(f/k/a BIO SCIENCE ENTERPRISES); RATHON CORP.
21	(f/k/a DIVERSEÝ CORP.); RAYTHEON COMPANY;
22	REGENTS OF THE UNIVERSITY OF CALIFORNIA; REICHHOLD
23	INC.; REMET CORPORATION; RESINART CORP.; ROBINSON
24	PREZIOSO INC · ROGERS
25	CORPORATION; SAFETY-KLEEN SYSTEMS, INC. (f/k/a SAFETY- KLEEN CORP.); SCRIPTO TOKAI
	CORPORATION; SHELL OIL
26	CORPORATION; SHELL OIL COMPANY; THE SHERWIN- WILLIAMS COMPANY; SIGMA
27	CASTING CORPORATION (now known as HOWMET ALUMINUM
28	CASTING, INC.); SIGNET

1	ARMORLITE, INC.; SOUTHERN
2	CALIFORNIÁ EDISON CO.; SOUTHERN PACIFIC TRANSPORTATION CO. (now
3	TRANSPORTATION CO. (now known as UNION PACIFIC
4	RAILROAD COMPANY); HARSCO CORPORATION; BHP COATED STEEL CORP.;
5	COATED STEEL CORP.; TELEDYNE INDUSTRIES INC.;
3	TELEDYNE TECHNOLOGIES
6	INCORPORATED; TENSION
7	ENVELOPE CORP.; TEXACO INC.; TEXAS INSTRUMENTS
	TUCSON CORPORATION (f/k/a
8	BURR-BROWN CORP.); TITAN CORPORATION: TODD PACIFIC
9	TUCSON CORPORATION (f/k/a BURR-BROWN CORP.); TITAN CORPORATION; TODD PACIFIC SHIPYARDS; TREASURE CHEST; PACIFIC PRECISION METALS,
10	PACIFIC PRECISION METALS, INC.; UNION OIL COMPANY OF
10	CALIFORNIA; UNITED PARCEL
11	SERVICE, INC.; UNIVERSAL
12	CITY STUDIOS, INC.; VAN WATERS & ROGERS INC. and
	I VOPAK DISTRIBUTION
13	AMERICAS CORPORATION (f/k/a UNIVAR CORPORATION);
14	VERTEX MICROWAVE PRODUCTS, INC. (f/k/a GAMMA-
15	PRODUCTS, INC. (f/k/a GAMMA-FCORP.); WALT DISNEY
13	PICTURES AND TELEVISION;
16	WARNER-LAMBERT COMPANY;
17	WEBER AIRCRAFT; WESTERN METAL DECORATING CO.;
	YORK INTERNATIONAL
18	YORK INTERNATIONAL CORPORATION; YORT INC. (f/k/a TROY LIGHTING, INC. TIFFANY
19	DIVISION);
20	Defendants.

SECOND AMENDMENT TO CONSENT DECREE

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I. BACKGROUND

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A. The Court entered a Consent Decree ("Consent Decree") in this case on February 28, 2001, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, *et seq.* The First Amendment to the Consent Decree, which governs a new response action

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(the "Skateland Response Action," as hereinafter defined) unrelated to existing work under the Consent Decree, is lodged herewith. Except as expressly set forth herein, this Second Amendment to the Consent Decree ("Second Amendment") amends the Consent Decree as it has been or is later amended by the First Amendment. Except as expressly set forth herein, the defined terms in the Consent Decree, as amended, retain their meanings in this Second Amendment to Consent Decree.

В. The Parties desire (1) to add additional Settling Work Defendants and Settling Cash Defendants to those covered by the Consent Decree, as amended, (2) to incorporate additional volume and related payments of certain original Settling Cash Defendants, and (3) to correct certain omissions and typographical errors in the caption.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED: II. **GENERAL PROVISIONS**

Except as specifically provided in this Second Amendment, all 1. provisions and requirements of the original Consent Decree, as amended, shall be in full force and effect. The Parties agree that all such provisions remain fully enforceable notwithstanding this Second Amendment.

III. **AMENDMENTS**

- 2. The caption and Appendix D of the Consent Decree, as amended, are amended to include the additional Settling Work Defendants as set forth on Exhibit A hereto.
- 3. The caption and Appendix C of the Consent Decree, as amended, are amended to include the additional Settling Cash Defendants as set forth on Exhibit B hereto. Each of these parties has entered a settlement agreement and paid their respective settlement amounts. Therefore, Section 42.a. of the Consent Decree shall not apply to them, except that (1) the payments have been made in contribution toward the Work, payment of Past Response Costs and Oversight

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- Costs, and fulfilling legal obligations related to the Work, (2) each Settling Cash Defendant's obligations under the Consent Decree shall be limited to the payment it has made, and (3) no Settling Cash Defendant shall be responsible for any payment required of any other party. Likewise, Sections 60 and 62.b. shall not apply.
- The Consent Decree is amended to cover additional Waste Material attributable to and related settlement amounts paid by the original Settling Cash Defendants, or affiliates of such original Settling Cash Defendants, listed on Exhibit C hereto. Each of these original Settling Cash Defendants has entered an amendment to their respective settlement agreements and paid their respective additional settlement amounts. Therefore, Section 42.a. of the Consent Decree shall not apply to them except that (1) the payments have been made in contribution toward the Work, payment of Past Response Costs and Oversight Costs, and fulfilling legal obligations related to the Work, (2) each Settling Cash Defendant's obligations under the Consent Decree shall be limited to the payment it has made, and (3) no Settling Cash Defendant shall be responsible for any payment required of any other party. Likewise, Sections 60 and 62.b. shall not apply.
- 5. The caption of the Consent Decree, as amended, is amended to include an erroneously omitted Settling Cash Party, to correct a typographical error in the caption, and to revise the names of various Settling Work Defendants, all as set forth on Exhibit D hereto. The provisions of the Consent Decree, as amended, shall apply to these parties *ab initio*.
- 6. Paragraph 82, as amended by the First Amendment, is further amended to add the following sentence at the end of the paragraph: "With regard to claims for contribution against additional Settling Cash Defendants set forth on Exhibit B hereto, the Parties agree that the Settling Work Defendants and the Settling Cash Defendants set forth on Exhibit B hereto are entitled to such protection as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in the Consent Decree, as amended, provided, however, that this

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protection shall be null and void as to a Settling Work Defendant set forth on
Exhibit A hereto or Settling Cash Defendant set forth on Exhibit B if such Settling
Defendant hereto fails to perform any obligation under this Consent Decree, as
amended. Such protection shall extend to all Work under the Consent Decree, as

amended, regardless of whether any such Work commenced before, during, or after

any amendment to the Consent Decree."

- Notwithstanding anything in this Second Amendment, the First Amendment to the Consent Decree shall not apply to the Settling Cash Defendants listed on Exhibit E, hereto. Settling Work Defendants, or any one or any combination of such Settling Work Defendants, reserve all rights against the Settling Cash Defendants Listed on Exhibit E or any other person who has not resolved all claims respecting any Work under the Consent Decree, as amended.
- 8. Nothing in this Second Amendment shall be deemed to modify, excuse or limit the performance or completion of any obligation any party hereto has undertaken in any other written agreement with Settling Work Defendants, or any one or any combination of such Settling Work Defendants, and all such other written agreements shall remain in full force and effect. The parties to such other written agreements retain their respective rights thereunder.
- 9. Upon approval by the Court of this Second Amendment, paragraph 95 of the Consent Decree shall be amended to add the approved Second Amendment and any attachments thereto as "Appendix H."

IV. **EXHIBITS**

10. The following appendices are attached to and incorporated into this Consent Decree:

EXHIBIT A: ADDITIONAL SETTLING WORK DEFENDANTS.

EXHIBIT B: ADDITIONAL SETTLING CASH DEFENDANTS.

EXHIBIT C: SETTLING CASH DEFENDANTS WITH ADDITIONAL

AFFILIATED ENTITIES OR WASTE MATERIAL

EXHIBIT D: CORRECTIONS TO CAPTION AND APPENDIX D.

This Second Amendment shall be lodged with the Court for a period of

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EXHIBIT E: SETTLING CASH DEFENDANTS ON CONSENT DECREE

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TO WHICH FIRST AMENDMENT TO CONSENT DECREE

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DOES NOT APPLY.

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LODGING AND OPPORTUNITY FOR PUBLIC COMMENT V.

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not less than thirty (30) days for public notice and comment in accordance with

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Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7.

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The United States reserves the right to withdraw or withhold its consent if the comments regarding the Second Amendment disclose facts or considerations which

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indicate that the Second Amendment is inappropriate, improper, or inadequate.

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If for any reason the Court should decline to approve this Second

13 14 Amendment in the form presented, this Second Amendment is void ab initio and

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the original Consent Decree, as amended, shall remain fully in effect and enforceable.

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If for any reason the Court should decline to approve the 13.

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First Amendment in the form presented, this Second Amendment shall apply to the

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original Consent Decree, which shall remain fully in effect and enforceable.

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VI. **EFFECTIVE DATE**

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14. Except as otherwise specifically provided herein, the effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by

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the Court.

VII. SIGNATORIES/SERVICE

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15. Each undersigned representative of a Settling Defendant to this

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Consent Decree and the Assistant Attorney General for Environment and Natural

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Resources of the Department of Justice certifies that he or she is fully authorized to

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enter into the terms and conditions of this Consent Decree and to execute and

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legally bind such Party to this Consent Decree.

1	THE UNDERSIGNED I	PARTIES enter into this Second Amendment to the
2	Consent Decree, as amended, i	n the matter of United States v. Abex Aerospace
3	Division, et al., relating to the	Omega Chemical Corporation Superfund Site.
4	FOR THE UNITED STA	ATES OF AMERICA
5	Date:, 200	
6	·	RONALD J. TENPAS
7	·	Assistant Attorney General Environment and Natural Resources Division
8		U.S. Department of Justice Washington, DC 20530
9		
10		KARL J. FINGERHOOD Trial Attorney
11		Trial Attorney Environmental Enforcement Section Environment and Natural Resources Division
12		U.S. Department of Justice P.O. Box 7611
13		Washington, DC 20044-7611
14		•
15		
16 17		KEITH TAKATA () Director, Superfund Division U.S. Environmental Protection Agency,
18		Region IX
19		75 Hawthorne Street San Francisco, CA 94105
20		
21	·	STEPHEN BERNINGER
22		Assistant Regional Counsel U.S. Environmental Protection Agency,
23		Region IX 75 Hawthorne Street San Empaison CA 04105
24		San Francisco, CA 94105
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SECOND AMENDMENT TO CONSENT DECREE

SECOND AMENDMENT TO CONSENT DECREE

1 United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page 2 For The Settling Defendant 3 Allied Signal, Inc. 4 5 6 7 8 Wendy L. Feng 9 Covington & Burling LLP Title: 10 Signature: _ -11 Agent for Service of Process 12 Brian D. Israel 13 Arnold & Porter, LLP 555 12th Street, NW 14 Washington, D.C. 20004 15 202-942-6546 16 202-942-5999 (facsimile) 17 18 19 20 21 22 23 24 25 26 27 28 SECOND AMENDMENT TO CONSENT DECREE

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2	Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	
4	American Standard Inc. [
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1	SECOND AMENDMENT TO CONSENT DECREE	7

1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	
.5 .	Applied Micro Circuits Corporation
6	Date: 2/9/07 By: Cepter Misle
7	Title: VP, General Coursel
8.	Signature:_
9	Agent for Service of Process
10	Name:
11	Title:
12	Address:
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1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	ARLON ADHESIVES + FILMS
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6	Date: April 09, 2007 By: RICHARD TROMBING Title: As CONTROLLER FOR ARION, IN
7	Title: AS CONTROLLER FOR ARLOW IN
8	Signature:
9	Agent for Service of Process
10	Name: Saus
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3	For The Settling D		ree Bighatare i age	
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5	BASF CORPOR	RATION		
6	Brist Cold of			
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8	Date: February 22	2, 2007	By: Nan Berna	ardo
9			Title: Environm	ental Counsel_
10			Signature:	
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12			Agent for Service	e of Process
13			Nan Bernardo	Januara 1
14			Environmental C	
15			BASF Corporation 100 Campus Driver	on ve
16			Florham Park, N.	
17			(973) 245-6050 (973) 245-6712 (
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2	United States of America v. Abex Aerospace Division, etc., et al.	
3	Second Amendment to Consent Decree Signature Page	
4	For The Settling Defendant	
5	CENTER LINE WHEEL	
6	Date: 5-14-07 By: Ron CASINO	
7	Date: 5-14-07 By: Ron CASINO Title: Exec. VICE-PULS.	
8	Signature:	
9	Agent for Service of Process	
10	Name: <u>Lynda Brothers</u>	
11 12	Title: <u>Attorney at Law</u> SONNENSCHEIN NATH & ROSENTHAL LI Address: <u>525 Market Street</u> , Ste.	LP 2500
13	<u>San Francisco; CA</u> 94105	
14	Telephone No.: (415) 882-5000	
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2	United States of America v. Abex Aerospace Division, etc., et al.
3	Second Amendment to Consent Decree Signature Page
4	For The Settling Defendant Cintas Corporation (Successor to United Compuny)
5	
6	Date: 2-8-07 By: 12 2
7	Title: (1 unset)
8	Signature:
9	Agent for Service of Process
10	Name: Thomas Terp
11	Title: TAFT STETTINIUS & HOLLISTER
12	Address: 425 Walnut St.
13	Santz 1800
14	Telephone No.: Cincinnati, 0H Telephone No.: 45202
15	Telephone No.: 45202
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1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	Chemical Waste Management
5	Date: December 11, 2006 By: Steven D. Richtel
6	Date: <u>December 11, 2006</u> By: <u>Steven D. Richtel</u> Title:
7	Signature: 7
8	Agent for Service of Process
9	Name: The Corporation Company
10	Title: Registered Agent
11 12	Address: 1675 Broadway
13	Denver, CO 80202
14	Telephone No.:
15	Telephone No.:
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2	Second Amendment to Consent Dec	cree Signature Page
3	For The Settling Defendant	
4	COASTCAST CORPORATION	
5	Date: 3/6/07	By: HANS H. BUE HLER
6	Date. <u>9/0/0 /</u>	Title: CHM, CED
7		Signature:
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9		Agent for Service of Process
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1	United States of America v. Abex Aerospace Division, etc., et al.	
2	Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	
4	Coatings Resource Corp.	
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6	Date: 4 25/07 By: Jeff Laird Title: President	
7		
8	Signature <	
9	Agent for Service of Process	
10	Name:	
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For The Settling D		_	
Columbia Showca	se & Cabinet Co.,	Inc.	
Date:		By: SAMUEL M. P.	ATTERSON, JR.
-	-	Title: President	
		Signature	
		Agent for Service	of Process
•		Robert I Name: Jill L.	
	`	Title: Attorneys	
		Address: 3 Point	e Dr., Suite 300
		Brea, C	A 92821
		Telephone No.:_7	14-257-2100
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1	United States of America v. Abex	Aerospace Division, etc., et al.
2	Second Amendment to Consent I	Decree Signature Page
3	For The Settling Defendant	
4	CROSBY & OVERTON, INC.	
5	n/a/-	
6	Date: 3/8/07	By: MICHAEL A. SHLOUB
7	·	Title: PRESIDENT PA //
8		Signature:
9		Agent for Service of Process
10		Name: JOHN J. ALLEN
11		Allen Matkins Leck Title: Gamble Mallory & Natsis LLP
12		Address: 515 S. Figueroa St., 7th F1
13		Los Angeles, CA 90071
14		Telephone No.: 213-955-5548
15		Telephone No.:
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nical Company
By: Sandi Van Wormer Title: Seniar Attorney
Title: Seniar Attorney
Signature:
Agent for Service of Process
Name: CT Corporation System
Title: Registered Agent
Address: 818 West Seventh St.
Los Angeles, CA 90017
Telephone No.:
Telephone No.:
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SECOND AMENDMENT TO CONSENT DECREE

1	United States of America v. Abex Aero	snace Division. etc et al.	
2	Second Amendment to Consent Decre		
3	For The Settling Defendant	o organista i ago	
4	Federal-Mogul Corporation (on behalf of its former dissolved subsidiary Huck Manufacturing Company		
5	dissolved subsidiary Flack Mariated ring Company		
6	Date: February 9, 2007	By: Roger Strelow	
7		Title: Associate General Counsel	
8		Signature:	
9		Agent for Service of Process	
10		Name: Roger Strelow	
11		Title: Associate General Counsel	
12		Address: 26555 Northwestern Highway	
13		Southfield, Michigan 48033	
14	·	Telephone No.: 248-354-8110	
15		Telephone No.:	
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		SECOND AMENDMENT TO CONSENT DECREE	

1	United States of American About American Division ()
2	United States of America v. Abex Aerospace Division, etc., et al.
3	Second Amendment to Consent Decree Signature Page
4	For The Settling Defendant
5	Forenco, Inc.
6	Date: Oclor/07 By: John Sobota
7	Title: Vice President
8	Signature:
9	Agent for Service of Process
10	David M. Rubin, Esq. Name: Gould & Ratner
11	Title: Secretary
12	Address: 222 N. LaSalle Street, #80
13	Chicago, IL 60601
14	Telephone No.: (312) 236-3003
15	Telephone No.:
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	SECOND AMENDMENT TO CONSENT DECREE
	SECOND AMENDMENT TO CONSENT DECREE

1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	GENERAL DYNAMICS CORPORATION
5	
6	Date: January 11, 2007 By: Mark E. Russell Title: Director- Environmental Programs
7	
8	Signature:
9	Agent for Service of Process
10	Name: E. Lynn Grayson
11	Title: Partner, Jenner & Block LLP
12	Address: 330 North Wabash
13	Chicago, IL 60611
14	Telephone No.: 312-923-2756
15	Telephone No.:
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	SECOND AMENDMENT TO CONSENT DECREE
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1 2 3	United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant
4	GULFSTREAM AEROSPACE CORPORATION
5	
6	Date: January 8, 2007 By: John J. Neely III
7	Title: Deputy General Counsel
8	Signature: /
9	Agent for Service of Process
10	Name: E. Lynn Grayson
11	Title: Partner, Jenner & Block LLP
12	Address: 330 North Wabash
13	Chicago, IL 60611
14	Telephone No.: 312-923-2756
15	Telephone No.:
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	SECOND AMENDMENT TO CONSENT DECREE

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United States of America v. Abex	-
Second Amendment to Consent I	Decree Signature Page
For The Settling Defendant	
Hexcel Corporation	
Date: December 19, 2006	By: A. William Nosil
	Title: Dir. Corporate Expiron. Engr
	Signature:
	Agent for Service of Process
	Name:
	Title:
	Address:
	Telephone No.:
	Telephone No.:

1	United States of America v	Abex Aerospace Division, etc., et al.
2	Second Amendment to Cons	-
3	For The Settling Defendant	
4	Hitachi Home Electronics (Ame	erica), Inc.
5	January 23, 2007	Neal Svalstad. Esq.
6	Date:	By: Neal Svalstad, Esq.
7		Title: General Counsel
8		Signature:
9		Agent for Service of Process
10		Name: John Lormon, Esq.
11		Title:
12		Procopio Cory Hargreaves Address: Savich
13		530 B Street, Suite 2100
14		San Diego, CA 92101 Telephone No.: (619) 515-3217
15		Telephone No.:
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Case 2:00-cv-12471-TJH-JWJ Document 17-3 Filed 05/20/2008 Page 44 of 150 1 United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page 2 For The Settling Defendant 3 Honewell International Inc. 4 5 6 7 8 Wendy L. Feng Covington & Burling LLP 9 Title: 10 Signature: 11 Agent for Service of Process 12 Brian D. Israel 13 Arnold & Porter, LLP 14 555 12th Street, NW Washington, D.C. 20004 15 202-942-6546 16 202-942-5999 (facsimile) 17 18 19 20 21 22 23 24 25 26 27 28

United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant By: Brian E. Heim Signature:__ Agent for Service of Process Name: Brian E. Heim Title: Senior Counsel, EHS Address: International Paper, 6 you Poplar Ave., Memphis, TN 38197 Telephone No.: 901-419-3824 Telephone No.:

SECOND AMENDMENT TO CONSENT DECREE

United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant By: DAU Couley Title: PRESOUENT Signature:__ Agent for Service of Process Name: DAN Coulty Title: PUESIOENT Address: 2666 E Nicolarsi PHSAdena CU Telephone No.: 626 - 7954127 Telephone No.:

United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Kimberly Clark Corp. n/k/a Kimberly Clark WorldWide Inc., Fullerton Mill Date: /-8-07 By: J. Stewart Van Horn Title: Mill Manager Signature. Agent for Service of Process Name:_____ Title:_____ Address:_____ Telephone No.:_____ Telephone No.: SECOND AMENDMENT TO CONSENT DECREE

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al.	erospace Division, etc., et
Second Amendment to Consent Dec	eree Signature Page
For The Settling Defendant	
McDonnell Douglas	
Date: 1-23-2007	By: Kipk J. Thomson
	Title: DIRECTOR ENVIRONMENTAL
	Signature:
Process	Agent for Service of
	Name:
	Title:
	Address:
	-2-10
	Telephone No.:
	Telephone No.:

United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Title:___ Signature: Agent for Service of Process Name:_ Title: Address: 53 LA CA. 90024
Telephone No.: 3/1 475-3272 Telephone No.:

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1	United States of America v. Abex Aero	ospace Division, etc., et al.
2	Second Amendment to Consent Decre	ee Signature Page
3	For The Settling Defendant	
4	Mattel Inc.	_
.5		
6	Date: <u>Feburary 12, 2007</u>	By: Jeff Denchfield
7		Title: Sr Director Global Sustainability
8		Signature &
9		Agent for Service of Process
10		Name:
11	•	-
12		Title:
13		Address:
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15		Telephone No.:
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1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	MCP Foods, Inc.
5	by Firmenich Incorporated
6	
7	
8	By: JUDITH PRATTIO
9	Title: Counsel with Client Permission
10	Signature:_
11	Agent for Service of Process
12	Name: <u>Judith M. Praitis, Esq.</u>
13	Title: Counsel
14	Address: 555 West 5 th Street, Ste. 4000
15	Los Angeles, CA 90013
16	Telephone No.: (213) 896-6000
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Case 2:00)-cv-12471-TJH-JWJ	Document 17-3	Filed 05/20/2008	Page 60 of 150
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4	For The Settling OHUNE	Defendant CORP.		
5	UHUNE			
6	Date: MAR	CH 28, 2007	By: MARLO	RAMOS
7			Title: OPERATI	oas men.
8			Signature:	
9			Agent for Service	of Process
10			Name:	
11			Title:	
12			Address:	
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1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	Pilkington-Swedlow
5	Marie 1071 - Control
6	Date:
7	Title: Country Mgr., General Counsel Signature:
8	Signature:
9	Agent for Service of Process
10	Name:
11	Title:
12	Address:
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14	Telephone No.:
15	Telephone No.:
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	SECOND AMENDMENT TO CONSENT DECREE

1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	Date: 2/15/07 By: Sunga Mahapatra Title: CO
5	2/15/07 2 M
6	Date: 2/13/01 By: Surga Moral of
7	Title:
8	Signature
9	Agent for Service of Process
10	Name:
11	Title:
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1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	_ Reichhold, Inc.
5	
6	Date: March 5, 2007 By: Keith F. Millhouse
7	Title: Authorized Agent
8	Signature:
9	Agent for Service of Process
10	Name: Keith F. Millhouse
11	Title: Authorized Agent
12	Address: 2801 Townsgate Rd. #215
13	<u>Westlake Village, CA</u> 9136
14	Telephone No.: (805) 230–2280
15	Telephone No.: (805) 230-2281 (fax)
16	- (803)230-2261 (1ax)
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1	United States of America v. Abex Aerospace Division, etc., et al.					
2	Second Amendment to Consent Decree Signature Page For The Settling Defendant					
3						
4	Robison Prezioso Inc.					
5	ESONSOIT TEELOSO TIC.					
6	Date: By: KANNETH WEINGARTEN					
7	Date: By: Kunkty Wingarten Title: TREASURER					
8	Signature:					
9	Agent for Service of Process					
10	Name:					
11	Title:					
12	Address:					
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United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Safety-Kleen Systems, Inc. (f/k/a Safety-Kleen Corp.) 2/12/07 By: Virgil W. Duffie, III Title: Assistant Secretary Signature:_ Agent for Service of Process Name:__Virgil W. Duffie, III Title: Assistant Secretary Address: 5400 Legacy Drive Cluster II, Bldg. 3 Plano, Texas 75024 Telephone No.: (972) 265-2051 Telephone No.:

Ca	se 2:00-cv-12471-TJH-JWJ Do	ocument 17-3	Filed 05/20/2008	Page 68 of 150
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	United States of Amerone Second Amendment to For The Settling Defermance of	ica v. Abex Aer Consent Decr	By: David J. Fare Signature: Agent for Service Name: David Title: Legal Address: Shering	conding as Allorney ring Corporation of Process J. Paulin Director of Plough Corporation of Plough Corporation of Plough Corporation of Plough Corporation
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United States of America v. Abex	•		
Second Amendment to Consent Decree Signature Page			
For The Settling Defendant			
Sempra Global, which has retained			
Central Plants' liability related to this Consent Decree.			
Date: January 26, 2007	By: Erbin Keith		
	Title: Vice Prodident acoulators Aft		
	Signaturd:		
	Agent for Service of Process		
	Name: Catherine C. Lee		
	Title: Corporate Secretary & Counse		
	Address: 101 Ash Street		
	San Diego, CA 92101		
	Telephone No.: (619) 696-4644		
	Telephone No.:		
	Totophone 140.		
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1 2 3 4	United States of America v. Abex Aer Second Amendment to Consent Decr For The Settling Defendant	
5	Sigma Casting Corporation	
6	Date: 2/15/02	By: Bruce White
7		Title: Attorney & Authorized Representative
8		Signature:_
9		Agent for Service of Process
10		Name: Bruce White
11		Title: Attorney & Authorized Representative Karaganis, White & Magel, Ltd.
12		Address: 414 North Orléans - Suite 810
13		Chicago, IL 60610
14		Telephone No.: 312-836-1177 ext. 150
15		Telephone No.:
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2	United States of America v. Abex Aerospace Division, etc., et al.
3	Second Amendment to Consent Decree Signature Page
4	For The Settling Defendant
5	Scowest, Inc successor to Holchem, Inc.
6	Date: 1-31-07 By: DAW St George
7	Date: 1-31-07 By: DAW St George Title: Vice President
8	Signature:_
9	Agent for Service of Process
10	Name: DAW St George
11	Title: Vice President
12	Address 120 White Plains Res
13	Address: 120 White Plains Ry Gth Flow Tarrytown NY 10591
14	Telephone No.: 914-366-7257
15	Telephone No.:
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1	United States of America v. Abex Aerospace Division, etc., et al.	
2	Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	
4	The Sherwin-Williams Company	
5	THE STICITUM VINITUM	
6	Date: Afail 13-2007 By: Lou STEllaTo	
7	Title: VP + 66	
8	Signature:	
9	Agent for Service of Process	
10	Name:	
11	Title:	
12	Address:	
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14	Telephone No.:	
15	Telephone No.:	
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	SECOND AMENDMENT TO CONSENT DECREE	

United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Union Oil Company of California Date: December 19, 2006 Signature: Agent for Service of Process Name: Corporation Service Company Title: Address: 2730 Gateway Oaks Drive Sacramento, CA 95833 Telephone No.: (800) 222-2122

SECOND AMENDMENT TO CONSENT DECREE

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1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant:
4	Universal City Studios, Inc.
5	<u>now known as:</u>
6	UNIVERSAL CITY STUDIOS LLLP, a Delaware limited liability
7 8	limited partnership, registered in California as UNIVERSAL CITY STUDIOS LLLP, L.P. (formerly known as Universal City Studios LP, Universal City Studios LLC, and Universal City Studios, Inc.)
9	Dr.d.
10	By! [Signature]
11	Name: Maren Christensen
12	Title: EVP and General Counsel
13	Date: <u>January 24, 2007</u>
14	
15	Agent for Service of Process:
16	Name: <u>Donald C. Nanney, Esq.</u>
17 18	Address: Gilchrist & Rutter Professional Corporation 1299 Ocean Avenue, Suite 900 Santa Monica, CA 90401
19	Telephone Number: (310) 393-4000
20	Facsimile Number: (310) 394-4700
21	Email Address: dnanney@gilchristrutter.com
22	Dinair radioss. Gildinis accented
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1	United States of A	America v. Abe.	x Aerospe	ace Division, etc	e. et al	
2	Second Amendme				·,	
3	For The Settling I					
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7						
8	Date: 1-30-	-2007	Rv. BR.	fAN CONS	774-D : E	
9						
10			Title: <u>VP</u>	CORP SAFET	Y E OPERATI	TONA
11		;	C Signature	- !		
12			Ag	ent for Service o	of Process	
13				me:		
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15			Ade	dress:		
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1			
1	United States of America v. Abex Aerospace Division, etc., et al.		
2	Second Amendment to Consent Decree Signature Page		
3	For The Settling Defendant		
4	Yort, Inc. (Troy Lighting Inc., -Tiffany Division)		
5 6	Claulas Blands		
7			
	Title: Vice President		
8	Signature: <u>(</u>		
9	Agent for Service of Process		
10	Name: Donald A. Herner		
11	Title:		
12	Address: Herner & Gilbert, LLP 4 Landmark Square		
13	4 Landmark Square Stamford, CT 06901		
14	Telephone No.: (203) 975-8820		
15	Telephone No.:		
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SIGNATURE PAGES OF PARTIES ON EXHIBIT A

Signature pages of parties on Exhibit A are set forth above.

Case 2:00-cv-12471-TJH-JWJ Document 17-3 Filed 05/20/2008 Page 90 of 150 United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Air Conditioning Co. Inc. Signature 2 **Agent for Service of Process** Name:____ Title: Address: Telephone No.: Telephone No.:

1	United States of America v. Abex Aerospace Division, etc., et al.		
2	Second Amendment to Consent Decree Signature Page		
3	For The Settling Defendant		
4	Anzon Company (now known as Anzco Company)		
5	Timbon company (see a see		
6	Date: January 24, 2007 By: Greg Betzler		
7	Title: Chief Executive Officer		
8	Signature:		
9	Agent for Service of Process		
10	Name: Pamela L. Andes		
11	Title: Partner		
12	Address: 1900 Main St., 5th Fl.		
13	<u>Irvine, CA 92614</u>		
14	Telephone No.:949.553.1313		
15	Telephone No.:		
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	SECOND AMENDMENT TO CONSENT DECREE		

1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	Bell Industries, Inc.
5	
6	Date: 3/16/07 By: Kevin J. Thimjon Title: Evp & CFO
7	Title: EVP & CFO
8	Signature:
9	Agent for Service of Process
10	Name: Mitchell I. Rosen
11	Title:
12	Address: 1960 E. Grand Ave, #56
13	El Segundo, CA 90245
14	Telephone No.: (310)563-2355
15	Telephone No.:
16	It is anticipated that Bell Industries' El Segundo, California
17	office will close in June or July, 2007. After that office closes, correspondence may be addressed as follows:
18	Kevin J. Thimjon
19	Executive Vice President - CFO
20	Bell Industries, Inc. 8888 Keystone Crossing, Suite 1700
21	Indianapolis, IN 46240 Telephone: (317) 715-6816
22	Tolophono: (SI, File Colo
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	SECOND AMENDMENT TO CONSENT DECREE

1	United States of America v. Abex Aerospace Division, etc., et al.	
2	Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	
4	Building Materials Corporation of America, dba GAF Materials	
5	Corporation Corporation	
6	Date: 1-26-07 By: Roser Assad	
7	Date: 1-26-07 By: Roser Assad Title: Vice President Law	
8	Signature:	
10	Agent for Service of Process	
11	Name: <u>C5C</u>	
12	Title: LAWYERS Incorporating Son	i.Ce
13	Title: <u>LAWYERS Incorporating</u> Son Address: <u>2730 Gateway Oaks</u> Pr. Svite 100	
14	Svite 100	
15	Telephone No.: <u>SAcrenento</u> CA	
16	Telephone No.: 95833	
17	1-800-690-2882	
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	SECOND AMENDMENT TO CONSENT DECREE	
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United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Cal-Air, Inc. Date: 3-27-2007 Signature: Agent for Service of Process Name: Jerome D. Okarma Title: General Counsel Address: 5757 N. Green Bay Rd. Glendale, WI 53209 Telephone No.: 414-524-3400 Telephone No.:

1	United States of America v. Abe	x Aerospace Division, etc., et al.
2	Second Amendment to Consent	Decree Signature Page
3	For The Settling Defendant	
4	City of Costa Mesa	-
5	Date: 01/26/07	By: Kimberly Hall Barlow
7	2000-01/20/01	Title: City Attorney
8		Signature:
9		Agent for Service of Process
0		Name: Julie Folcik
1		Title: City Clerk
2		Address: 77 Fair Drive
3		Costa Mesa, CA 92628
4		Telephone No.: 714-754-5221
5		Telephone No.:
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1 United States of America v. Abex Aerospace Division, etc., et al. 2 Second Amendment to Consent Decree Signature Page 3 For The Settling Defendant 4 El Paso Energy International Company 5 Date: 1/24/07 Jeri T. Neely 6 By: Title: Vice President 7 8 Signature: (9 Agent for Service of Process 10 Name: Jeri T. Neely 11 Title: Vice President 12 Address: 1001 Louisiana 13 Houston, TX 77002 14 Telephone No.: (713) 420-2226 15 Telephone No.: 16 17 18 19 20 21 22 23 24 25 26 27 28 SECOND AMENDMENT TO CONSENT DECREE

Document 17-3

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1 2 3 4 5	United States of America v. Abex Second Amendment to Consent I For The Settling Defendant General Electric Company	Decree Signature Page
6	Date: <u>13 Tan 100</u> 7	By: Lisa A. Hamilton Title: Manager GECEP
7		Title: Manager GECEP
8		Signature:
9		Agent for Service of Process
10		Name: CT CORPORATION
11		Title:
12		Address: 1515 MARKET ST SUITE 1210 PHILADELPHIA PA 19102
13		PHILADELPHIA PA 18/02
14		Telephone No.: 215-563-7750
15		Telephone No.:
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	SECOND AMENDME	NT TO CONSENT DECREE

United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Ricoh Printing Systems America, Inc. By: Bradley 6. Proples
Title: 64P, Geard Court & Draits Signature 2 Agent for Service of Process Name: James Nelson Address: CT bergeral Telephone No.: 2/3-627-8252 Telephone No.:

Cas	se 2:00-cv-12471-TJH-JWJ Document 17-3 Filed 05/20/2008 Page 103 of 150			
1 2 3	United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Valeant Pharmaceuticals International			
	Toping Little ICN Pharmaceuticals Inc.			
5	By: <u>Elen C. Prutte</u> Title: <u>EVP</u> , <u>Ceneral Counal</u>			
6	Title: EVP, General (ourse)			
7	Signature:			
8	Agent for Service of Process			
9	Name:			
10	Title:			
11 12	Address:			
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14	Telephone No.:			
15	Telephone No.:			
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United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For the Settling Defendant

Columbia Pacific Aluminum Corp. - Modesto

Date: 1/25/07

By: Richard A. Roman

Title: Secretary, Columbia Pacific Aluminum Corporation-Modesto (dissolved)

Signature:

Agent for Service of Process

Name: Richard A. Roman

Title: Secretary, CPAC-Modesto

Address: 203 SE Park Plaza Dr., Ste. 270

Vancouver, WA 98684

Telephone No.: (360) 816-1840

Case	2:00-cv-12471-TJH-JWJ	Document 17-3	Filed 05/20/2008	Page 105 of 150	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23		merica v. Abex Aeront to Consent Decre befendant ectronics, Inc.	ospace Division, etc. ee Signature Page By:	of Process	
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SECOND AMENDMENT TO CONSENT DECREE					

1	United States of America v	Abor Aprospace Division etc. et al		
2	United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page			
3	For The Settling Defendant			
4	ITT Corporation	•		
5	TTT Corporation			
6	Date:	By: Kathleen S. Stolar Title: Vice President Secretary's Association Seneral Council		
7		Title: Vice President Secretarys		
8		Signature:		
9		Agent for Service of Process		
10		Name: <u>CT CorporationSys</u> tem		
11		Title:		
12		Address: 818 West 7th Street		
13		Name: <u>CT Corporation System</u> Title: Address: <u>818 west 7th Street</u> Los Angeles CA 90017		
14		Telephone No.:		
15		Telephone No.:		
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1	United States of America v. Abex Aerospace Division, etc., et al.				
2	Second Amendment to Consent Decree Signature Page				
3	For The Settling Defendant				
4	Johanson Dielectrics Inc.				
5	Wegalianin	By: N. ERIC JOHANSON			
6		Title: CHAIRMAN. BOARD OF DIRECTORS			
7		Signature:			
8		Agent for Service of Process			
9		Name: N- ERIC JOHANSON			
10		Title: CHAIRMAN OF THE BOARD			
11		Address: 15191 BLEDSOE STREET			
12		SYLMAR, CA 91342			
13 14		Telephone No.: (818) 364-9800			
15		Telephone No.:			
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United States of America v. Abex Aerospace Division, etc., et al.
Second Amendment to Consent Decree Signature Page
For The Settling Defendant

Rockwell Collins Optronics, Inc., Formerly known as Kaiser Electro-Optics, Inc.

By:

Douglas E. Stenske Treasurer 319-295-3440

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Case 2:00-cv-12471-TJH-JWJ Document 17-3 Filed 05/20/2008

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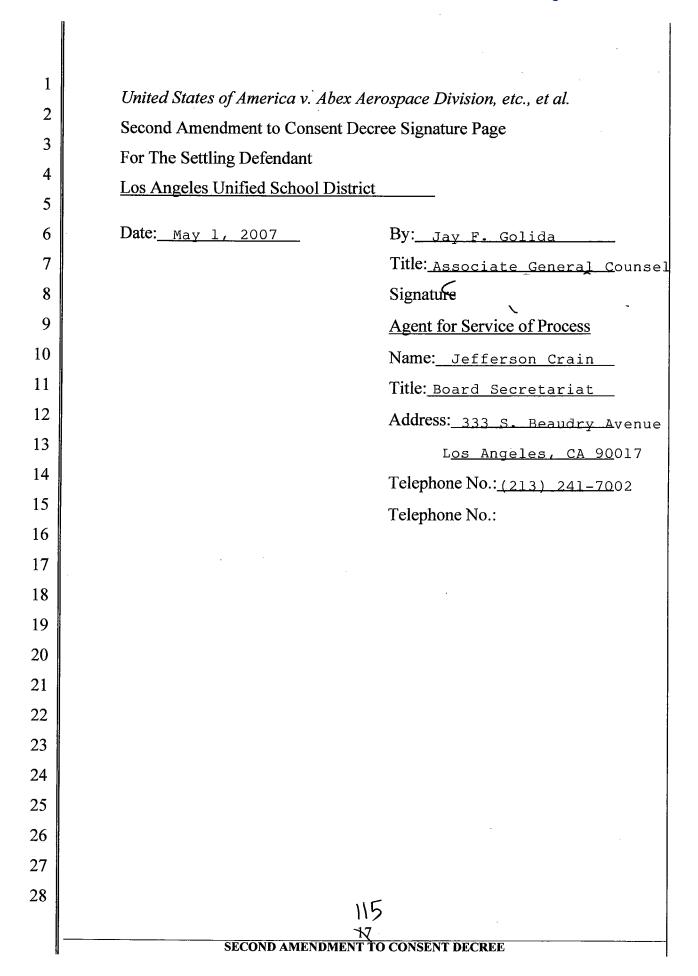
United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant LEFIELL MANUFACTURING CO. By: GEORGE KAY Date: 5-23-07 Title: ChARMAN Signature: Agent for Service of Process Name:_____ Title:_____ Address:____ Telephone No.:_____ SECOND AMENDMENT TO CONSENT DECREE

Case 2:00-cv-12471-TJH-JWJ Document 17-3

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Cas	se 2:00-cv-12471-TJH-JWJ	Document 17-3	Filed 05/20/2008	Page 113 of 150
1 2 3 4 5	United States of American Second Amendment to For The Settling Defendance Leucadia, Inc., General Date: (1, 20)	o Consent Decree S ndant al Marble Corporat	Signature Page	
6	Date: Ja 11, 200.		y: Thomas E. M. itle: 5VP & They	15
7 8	•		ignature:_	
9		<u>A</u>	gent for Service of I	Process
10		N	ame:	
		Т	itle:	
12		Α	ddress:	
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1	United States of America v. Abex Aerospace Division, etc., et al.	
2	Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	
4	Lockheed Martin Librascope Corporation	
5		
6	Date: 14 Mach 2007 By: Norman A. VARNEY, JR.	
7	Title: Attorney in- Tact	
8	Signature:	
9	Agent for Service of Process	
10	Name: Corporation Service Company	
11	Title:	
12	Address: 2711 Centerville Road, Suite 400	D
13	Wilmington, DL 19808	
14	Telephone No.: <u>(8∞) 927-9</u> 8∞	
15	Telephone No.:	
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	SECOND AMENDMENT TO CONSENT DECREE	



1		
2	United States of America v. Abex Aerospace Division, etc., et al.	
3	Second Amendment to Consent Decree Signature Page	
4	For The Settling Defendant	
5	MTI Engineering Corporation (Mituloyo American Corporation)	
6	D. T 26 2007 D. Th. di Varrata	
7	Date: January 25,2007 By: Takashi Yazawa. Title: VP Finance/Administration	
8		
9	Signature:	
10	Agent for Service of Process Name: Takashi Yazawa	
11	Title: <u>VP Finance/Administrat</u>	hion
12	N I	·
13	Address: 965 Corporate Blvd Aurora, IL 60502	
14		
15	Telephone No.: (630) 820-9666	
16	Telephone No.:	
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	SECOND AMENDMENT TO CONSENT DECREE	
	SECOND AMENDMENT TO CONSENT DECREE	

1	United States of America v. Abex Aerospace Division, etc., et al.	
2	Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	
4	NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.	
5	MONTHOP GROTHING STEEL THE	
6	Date: 4/18/2007 By: JOSEPH P. KWAN	
7	Title: ENVIRONMENTAL REMEDIATION	
8	Signature:	
9	Agent for Service of Process	
10	Name: Elizabeth C. Brown	
11	Title: Senior Cansel	
12	Address: 1840 Century Paul E.	
13	Address: 1840 Century Pack E. Los Augeles, CA 90067	
14	Telephone No.: (310) 201 - 327 8	
15	Telephone No.:	
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	SECOND AMENDMENT TO CONSENT DECREE	
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1 United States of America v. Abex Aerospace Division, etc., et al. 2 Second Amendment to Consent Decree Signature Page 3 For The Settling Defendant 4 NOVACAP, INC. 5 By: VAUGHN A CHICAGUS 6 Title: TREASURER /CONTROLLER 7 Signature: 1 8 Agent for Service of Process 9 Name: ALBERT COHEN WO 10 11 Title: ATTY 12 Address: 10100 SANTA MONICA BLUD. SU16 2200 13 LOS ANGELES, LA 90067 14 Telephone No.: (310) 282 - 2228 15 Telephone No.: 16 17 18 19 20 21 22 23 24 25 26 27 28

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1		
1	United States of America v. Abex Aerospace Division, etc., et al.	
2	Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	
4	Pharmavite LLC	
5 6	Date: January 17, 2007 By: Avisting Bunsiell-Bell Title: Vice President Canad	
7	Title: Vice President Kernsof	
8	Signature:	
9	Agent for Service of Process	
10	Name: Steven R. Tekosky, Esq.	
11	Title: Attorney for Pharmavite LLC	
12	Address: 660 S. Figueroa St., Ste 1450	
13	Los Angeles, CA 90017	
14	Telephone No.: (213) 225-7171	
15	Facsimile Telephone No.: (213) 225-7151	
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United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Shamrock Scientific Specialty Systems, Inc. Date: 123 2007 By: Michael Greco Title: President Signature 2 Agent for Service of Process Name: <u>Carol Gibbs</u>, Title: Manager Address: 957 N. Eckhoff Street Orange, CA 92667 Telephone No.: 800-323-0249 Telephone No.:

United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page For The Settling Defendant Siemens Building Technologies, Inc. (fka MCC Powers Bk: Title: Signature: Agent for Service of Process Name: Daniel Title: Secreta Address: 1000 Deex Field Telephone No.: Telephone No.: 847-215-1006

Document 17-3

Case 2:00-cv-12471-TJH-JWJ

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1	United States of America v. Aher	Aerospace Division etc. et al
2	United States of America v. Abex Aerospace Division, etc., et al. Second Amendment to Consent Decree Signature Page	
3	For The Settling Defendant	vooroo digitataro rago
4	Symmetricom, Inc.	^
5	\mathcal{N}	111 /1
6	Date: 1 2007	By: WM 2
7		Title: EVR + CFO
8		Signature:
9		Agent for Service of Process
10		Name:
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_	SECOND AMENDMENT TO CONSENT DECREE	

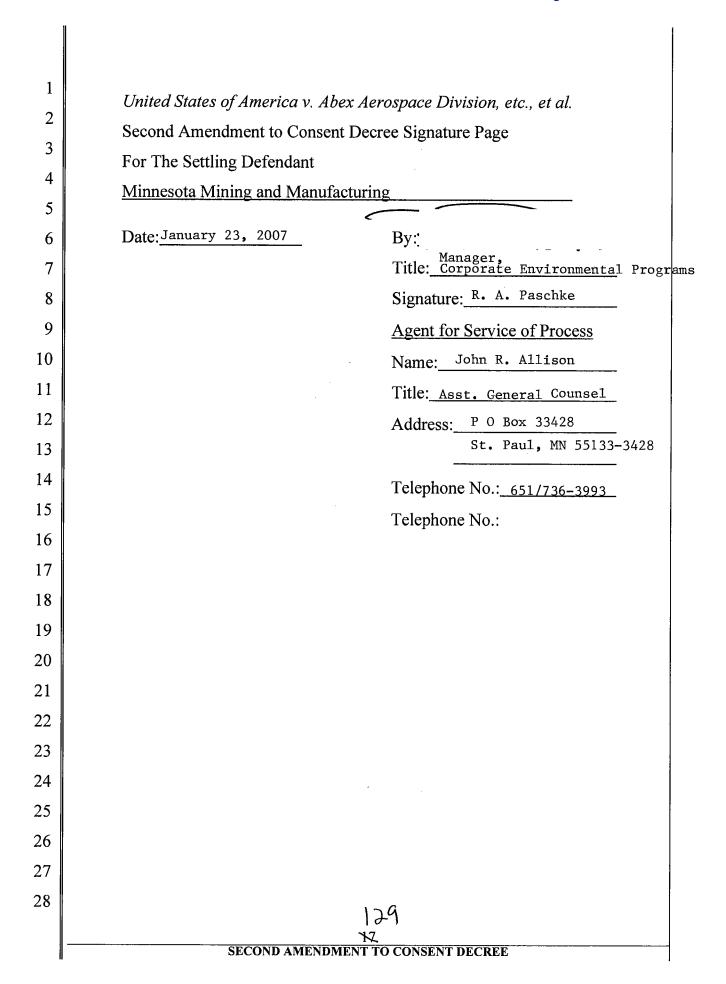
SECOND AMENDMENT TO CONSENT DECREE

Case 2:00-cv-12471-TJH-JWJ Document 17-3 Filed 05/20/2008 Page 123 of 150

1	United States of America v. Abex	Aerospace Division, etc., et al.
2		
3	For The Settling Defendant	
4	Tribune Company, as successor in	n interest to The Times Mirror
5	Company Company	^ Interest to The Thires William
6	Date: <u>January 24, 20</u> 07	By
8		Title: SVP/General Counsel &Corp. Secy.
9		Signature: Crane Kenney
10		Agent for Service of Process
11		Name: Corporation Service Company
12		Title:
13		Address: 2730 Gateway Oaks Drive - 100
14		Sacramento, CA 95833
5		Telephone No.: 800-222-2122
6		Telephone No.:
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	SECOND AMENDMEN	NT TO CONSENT DECREE

1	United States of America v. Abex Aerospace Division, etc., et al.
2	Second Amendment to Consent Decree Signature Page
3	For The Settling Defendant
4	Viasys Healthcare, Inc. (for Bear Medical System, Inc.)
5	And I was to Mall
6	Date: #1011/1/9/10/1 By: 10/14/19/20
7	Title: Coup VI HI
8	Signature:
9	Agent for Service of Process
10	Name: <u>CT Corporation</u> System
11	Title:
12	Address: 1209 Orange Street
13	Wilmington, DE
14	Telephone No.: <u>800-622-142</u> 8
15	Telephone No.: 215-563-7397
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Cas	e 2:00-cv-12471-TJH-JWJ Document 17-3	Filed 05/20/2008 Page 128 of 150
1 2 3 4 5	United States of America v. Abex Aerosecond Amendment to Consent Decisions The Settling Defendant Eastman Kodak Company January 26, 2007	
6	9-	Title: Vice President, Eastman Kodak
7		Signature:
8		Agent for Service of Process
9		Name: JoAnn E. Gould, Esq. Title: Attorney Address: 343 State Street Rochester NY 14656208
10		Title: Attorney
11 12		Address: 343 State Street
13		
14		Telephone No.: <u>585 781 5534</u>
15		Telephone No.:
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cond Amendment to Consert The Settling Defendant itan Bennett te: 1/12/07	By: Patricia H. Duft Title: Assistant Secretary Signature Agent for Service of Process Name: Patricia H. Duft Title: Vice President, Legal
ritan Bennett	Title: Assistant Secretary Signature Agent for Service of Process Name: Patricia H. Duft
1/20/10	Title: Assistant Secretary Signature Agent for Service of Process Name: Patricia H. Duft
te: 1/12/07	Title: Assistant Secretary Signature Agent for Service of Process Name: Patricia H. Duft
	Signature (Agent for Service of Process Name: Patricia H. Duft
	Agent for Service of Process Name: Patricia H. Duft
	Name: Patricia H. Duft
	Title: vice Progident Legal
	ride. Vice Freshuenc, Legar
	Address: 675 McDonnell Blvd.
	Hazelwood, MO 63042
	Telephone No.: 314-654-6314
	Telephone No.: 314-654-6486 (fax)
	130
	SECOND AMEND

1	
1 2	United States of America v. Abex Aerospace Division, etc., et al.
3	Second Amendment to Consent Decree Signature Page
	For The Settling Defendant
4	Teradyne Inc.
5	Date: 1-16-07
6	Date: 1-19-07 By: Eilegrasal Title: vice Prosident & General loursel
7	Ⅱ
8	Signature:
9	Agent for Service of Process
10	Name: Eileen cosal
11	Title: Vice President + General Counsel
12	Address: 700 River Pork Drive
13	North Reading MA 01864
14	Telephone No.: <u>978-370-303</u> 8
15	Telephone No.:
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	CECOND AMENDMENT TO CONCENT DECREE

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EXHIBIT A

ADDITIONAL SETTLING WORK DEFENDANTS

3		Caption	Appendix D
4		AMERICAN STANDARD, INC.	American Standard, Inc.
5		ASTRO ALUMINUM	Astro Aluminum Treating Co.
6		TREATING CO. INC.	Inc.
7		CAL MART by TUCSON	Cal Mart by Tucson Valley
8		VALLEY LIQUIDATING	Liquidating Trust by J. Emery
9		TRUST by J. EMERY	Barker, Trustee
10		BARKER, TRUSTEE	
11		CALIFORNIA	California Hydroforming Co.
12		HYDROFORMING CO.	
13		CENTER LINE WHEEL CORP.	Center Line Wheel Corp.
14		CINTAS CORPORATION	Cintas Corporation (successor to
15		(successor to UNITOG	Unitog Company)
16		COMPANY)	
17		COATINGS RESOURCE	Coatings Resource Corporation
18		CORPORATION	
19		COLUMBIA SHOWCASE &	Columbia Showcase & Cabinet
20		CABINET CO., INC.	Co., Inc.
21	4	CTL PRINTING INC.	CTL Printing Inc. for Cal Tape
22			& Label Co.
23	i	DUDE, INC.	Dude, Inc.
24		HERCULES INCORPORATED	Hercules Incorporated
25		MAJON, INC./HURST	Majon, Inc./Hurst
26		NORTHROP GRUMMAN	Northrop Grumman Systems
27		SYSTEMS CORPORATION	Corporation

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PFIZER, INC.	Pfizer, Inc.
PILKINGTON PLC	Pilkington plc (including
	Swedlow)
SCHERING CORPORATION	Schering Corporation
SOCO WEST, INC. as successor	Soco West, Inc. as successor to
to HOLCHEM, INC.	Holchem, Inc.
SONOCO PRODUCTS (aka	Sonoco Products (aka Engraph,
ENGRAPH, INC./PATTON)	Inc./Patton)
SPARTON TECHNOLOGY,	Sparton Technology, Inc.
INC.	

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EXHIBIT B

ADDITIONAL SETTLING CASH DEFENDANTS

3	Caption	Appendix C
4	AIR CONDITIONING CO. INC.	Air Conditioning Co. Inc.
5	ANZON COMPANY	Anzon Company
6	BELL INDUSTRIES, INC.	Bell Industries, Inc.
7	BUILDING MATERIALS	Building Materials Corporation
8	CORPORATION OF	of America, d/b/a GAF Materials
9	AMERICA, d/b/a GAF	Corporation
10	MATERIALS CORPORATION	
11	CAL-AIR, INC.	CAL-AIR, INC.
12	CITY OF COSTA MESA	City of Costa Mesa
13	COASTCAST CORPORATION	Coastcast Corporation
14	ABM CMS, INC. (fka	ABM CMS, INC. (fka Commair
15	COMMAIR MECHANICAL	Mechanical Services)
16	SERVICES)	
17	COUNTY OF SAN	County of San Bernardino
18	BERNARDINO	
19	EL PASO ENERGY	El Paso Energy International
20	INTERNATIONAL COMPANY	Company for Bonneville Pacific
21		Corporation
22	GENERAL ELECTRIC	General Electric Company
23	COMPANY	•
24	HARTWELL CORPORATION	Hartwell Corporation
25	HERTZ CORPORATION, THE	Hertz Corporation, The
26	RICOH PRINTING SYSTEMS	for Dataproducts Corp.
27	AMERICA, INC.	•
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VALEANT	Valeant Pharmaceuticals
PHARMACEUTICALS	International (fka ICN
INTERNATIONAL (fka ICN	Pharmaceuticals, Inc.)
PHARMACEUTICALS, INC.)	
COLUMBIA PACIFIC	Columbia Pacific Aluminum
ALUMINUM	Corporation (dissolved)
CCORPORATION-MODESTO	
(dissolved)	
INTEGRATED	Integrated Microelectronics, Inc
MICROELECTRONICS, INC.	for AVX Corp.
ITT CORPORATION., a	ITT Corporation, a successor to
successor to ITT BARTON, ITT	ITT Barton, ITT General
GENERAL CONTROLS and	Controls and ITT Gilfillan
ITT GILFILLAN	
JOHANSON DIELECTRICS	Johanson Dielectrics Inc.
INC.	
ROCKWELL COLLINS	Rockwell Collins Optronics, In
OPTRONICS, INC.	
L.A. SUPPLY COMPANY, dba	L.A. Supply Company, dba
LABEL HOUSE	LABEL HOUSE
LANSDALE	Lansdale Semiconductor, Inc
SEMICONDUCTOR, INC	
LEAR SIEGLER DIVERSIFIED	Lear Siegler Diversified Holdin
HOLDING CORP., as successor	Corp., as successor to Lear
to LEAR SIEGLER, INC.	Siegler, Inc.
LEFIELL MANUFACTURING	LeFiell Manufacturing Compar
COMPANY	
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1	LEUCADIA, INC., GENERAL	Leucadia, Inc., General Marble
2	MARBLE CORPORATION	Corporation Division
3	DIVISION	
4	LOCKHEED MARTIN	Lockheed Martin Librascope
5	LIBRASCOPE CORPORATION	Corporation
6	LOS ANGELES UNIFIED	Los Angeles Unified School
7	SCHOOL DISTRICT	District
8	MTI ENGINEERING	MTI Engineering Corporation
9	CORPORATION (MITULOYO	(Mituloyo American
10	AMERICAN CORPORATION)	Corporation)
11	NORTHROP GRUMMAN	Northrop Grumman Space &
12	SPACE & MISSION SYSTEMS	Mission Systems Corp.
13	CORP.	
14	NOVACAP, INC.	Novacap, Inc.
15 16	PHARMAVITE LLC	Pharmavite LLC
17	SHAMROCK SCIENTIFIC	Shamrock Scientific Specialty
18	SPECIALTY SYSTEMS, INC.	Systems, Inc.
19	SIEMENS BUILDING	Siemens Building Technologies,
20	TECHNOLOGIES, INC. (fka	Inc. (fka MCC Powers)
21	MCC POWERS)	
22	SYMMETRICOM, INC.	Symmetricom, Inc.
23	TERADYNE INC	Teradyne Inc
24	TIMEMED LABELING	Timemed Labeling Systems, Inc.
25	SYSTEMS, INC.	
26	TRIBUNE COMPANY, as	Tribune Company, as successor
27	successor in interest to THE	in interest to The Times Mirror
28	TIMES MIRROR COMPANY	Company
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TRW TECHNAR, INC.	TRW Technar, Inc.
VIASYS HEALTHCARE, INC.	VIASYS Healthcare, Inc. for
	Bear Medical System, Inc.

1	EXHIBIT C		
2	SETTLING CASH DEFENDANTS WITH ADDITIONAL AFFILIATED		
3	ENTITIES OR WASTE MATERIAL		
4	Eastman Kodak Company, an original Settling Cash Defendant for its entity		
5	FPC, Inc., A Kodak Co., has new volume for itself, Eastman Kodak		
6	Company.		
7	Minnesota Mining and Manufacturing additional affiliated entity:		
8	3M Company (Vision Care).		
9	Puritan Bennett additional affiliated entities:		
10	Tyco International/Armin Plastics; Tyco Electronics Corporation as		
۱1	successor to AMP Inc/Matrix Science Corp, and Unistrut Corp.;		
۱2	Mallinckrodt Inc., a Delaware Corporation, as successor to		
13.	Mallinckrodt/Tronmed and Mallinckrodt Critical Care; and		
14	Advanced Packaging Systems/Interamics.		
15	Teradyne Inc. has additional volume for the same entity.		
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SIGNATURE PAGES OF PARTIES ON EXHIBIT D

Parties listed on Exhibit D also appear on Exhibits A or B and their signature pages are not duplicated here.

EXHIBIT D

CORRECTIONS TO CONSENT DECREE CAPTION AND APPENDIX D

3			•	
4	Original Caption	Amended Caption	Original Appendix D	Amended Appendix D
5			Alcoa Electronic	Alcoa Inc. (on
6			Packaging, Inc.	behalf of Alcoa
7				Electronic
8				Packaging, Inc.,
9				Alcoa Global
10				Fasteners for
11				TRE/Weslock
12				and Alumax for
13				Amerimax
14				Building
15				Products for
16				Admiral
17				Aluminum)
18	BOEING NORTH	THE BOEING	The Boeing	The Boeing
19	AMERICA, INC.	COMPANY	Company	Company (sued
20		COMITAIN	Company	as Rockwell
21				International
22				Corporation)
23			ľ	Corporation)
24	•			

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		<u> </u>		
$\begin{bmatrix} 1 \\ 2 \end{bmatrix}$	BORDEN, INC.	HEXION	MCP Foods (by	MCP Foods (by
3		SPECIALTY	Borden, Inc. and	Hexion
4		CHEMICALS,	Firmenich	Specialty
5		INC.	Incorporated)	Chemicals, Inc.
6		FIRMENICH, INC.		and Firmenich,
7	-	Theorem, inc.		Inc.)
8	BP AMERICA	BP AMOCO	BP America, Inc.	BP AMOCO
9	INC.	CHEMICAL	(on behalf of Hitco	Chemical
10		COMPANY	Inc.)	Company (on
11		·		behalf of Hitco
12				Inc.)
13				Atlantic
14				Richfield
15				Company
16				Company
17	CALIFORNIA	STATE OF	California Dept. of	State of
18	DEPT. OF	CALIFORNIA	Transportation	California
19	TRANSPORTATI	ACTING BY AND		acting by and
20	ON	THROUGH THE		through the
21		DEPARTMENT		Department of
22		OF		Transportation
23		TRANSPORTATI		
24		ON		
25	DISNEYLAND	SEMPRA	Disneyland Central	Sempra Energy
26	CENTRAL PLANT	ENERGY	Plant	Solutions
27		SOLUTIONS		
28		. 14	<u> </u> 	

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	<u> </u>		
GATX	KINDER	GATX Terminals	Kinder Morgan
TERMINALS	MORGAN	Corporation	Liquids
CORPORATION	LIQUIDS		Terminals,
	TERMINALS,		LLC, formerly
	LLC, formerly		known as
	known as GATX		GATX
	TERMINALS		TERMINALS
	CORPORATION		CORPORATIO
			N
HEXCEL	HEXCEL	Hexcel	Hexcel
CORPORATION	CORPORATION	Corporation/Ciba-	Corporation
	(CIBA-GEIGY)	Geigy	(Ciba-Geigy)
HUCK	FEDERAL-	Huck	Federal-Mogul
MANUFACTURIN	MOGUL	Manufacturing	Corporation (on
G COMPANY (by	CORPORATION	Company	behalf of its
its former parent	(on behalf of its		former
Federal Mogul	former dissolved		dissolved
Corporation)	subsidiary HUCK	·	subsidiary Huck
	MANUFACTURIN		Manufacturing
	G COMPANY)		Company)
HUGHES SPACE	Boeing Satellite	Hughes Space and	Boeing Satellite
AND	Systems, Inc.	Communications	Systems, Inc
COMMUNICATIO		Company	
NS COMPANY			
	<u> </u>		

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1 2	KIMBERLY	KIMBERLY	Kimberly Clark	Kimberly Clark
3	CLARK	CLARK	Corp.	WorldWide
4	WORLDWIDE,	WORLDWIDE		Inc., Fullerton
5	INC.	INC.,		Mill
6		FULLERTON		
7		MILL		
8	LOS ANGELES	LA COUNTY	LA County	LA COUNTY
9	COUNTY	MTA (So.	MTA/So. California	MTA (So.
10	METROPOLITAN	California RTD)	RTD	California
11	TRANSPORTATI			RTD)
12	ON AUTHORITY			·
13	NELLCOR	PURITAN		·
14	PURTIAN	BENNETT		
15	BENNETT			
16		24.000		24
17	NI INDUSTRIES	MASCO	NI Industries,	Masco
18	(a division of	PLUMBING	a division of	Plumbing
19	TRIMAS, a wholly	PRODUCTS, INC.	TriMas, a wholly	Products, Inc.
20	owned subsidiary of	as indemnitor for	owned subsidiary of	as indemnitor
21	MASCO TECH)	NORRIS	MascoTech	for Norris
22		INDUSTRIES,		Industries, Inc.
23		INC.		
24	NOT INCLUDED	EASTMAN		
25		KODAK		
26		COMPANY		
27				

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2	PACIFIC BELL	PACIFIC BELL		
3	TELEPHONE	TELEPHONE		
4	COMPANY	COMPANY, a		
5		California		
6		Corporation		
7	TEXAS	TEXAS	Tucson Corporation	Texas
8	INSTRUMENTS	INSTRUMENTS	(f/k/a Burr-Brown	Instruments
9		INCORPORATED	Corp.)	Incorporated
10	TUCSON			
11	CORPORATION			
12	(f/k/a BURR-		·	
13	BROWN CORP.)			
14		<u> </u>		
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		29. SECOND AMENDMENT T	O CONSENT DECREE	

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				·
1 2	UNIVERSAL	UNIVERSAL	Universal City	Universal City
3	CITY STUDIOS,	CITY STUDIOS	Studios, Universal	Studios LLLP,
4	INC.	LLLP, L.P.	Studios,	L.P. (f/k/a
5			MCA/Universal	Universal City
6			Studios, and	Studios LP,
7			Universal Title &	Universal City
8			Optical	Studios LLC,
9	,			and Universal
10				City Studios,
10				Inc.), Universal
12				City Studios;
13				Universal
13				Studios;
15				Universal
16		·		Studios, Inc.,
17				f/k/a MCA
18				INC.;
19				MCA/Universal
20				Studios;
21				MCA/Universal
22				; and Universal
23				Title & Optical.
24	L			
25				

VAN WATER &	UNIVAR CORP.,	Van Waters &	Univar Corp.,
ROGERS INC. and	UNIVAR USA	Rogers Inc. and	Univar USA
VOPAK	INC. (F/K/A VAN	Vopak Distribution	Inc. (f/k/a Van
DISTRIBUTION	WATERS &	Americas	Waters &
AMERICAS	ROGERS INC.,	Corporation (f.k.a.	Rogers Inc.,
CORPORATION	VOPAK	Univar	Vopak
(f/k/a UNIVAR	DISTRIBUTION	Corporation)	Distribution
CORPORATION)	AMERICAS INC.)		Americas Inc.)
WASTE	CHEMICAL		
MANAGEMENT,	WASTE		
INC.	MANAGEMENT,		
	INC		
L		I	
	ROGERS INC. and VOPAK DISTRIBUTION AMERICAS CORPORATION (f/k/a UNIVAR CORPORATION) WASTE MANAGEMENT,	ROGERS INC. and VOPAK INC. (F/K/A VAN DISTRIBUTION WATERS & ROGERS INC., CORPORATION VOPAK (f/k/a UNIVAR DISTRIBUTION AMERICAS INC.) WASTE CHEMICAL MANAGEMENT, INC. MANAGEMENT,	ROGERS INC. and UNIVAR USA Rogers Inc. and VOPAK INC. (F/K/A VAN Vopak Distribution Americas ROGERS INC., Corporation (f.k.a. CORPORATION VOPAK Univar (f/k/a UNIVAR DISTRIBUTION AMERICAS INC.) WASTE CHEMICAL MANAGEMENT, INC. MANAGEMENT, MANAGEMENT, INC.

SIGNATURE PAGES OF PARTIES ON EXHIBIT E

Parties listed on Exhibit E either also appear on Exhibit B or are not signatories to this Second Amendment.

EXHIBIT E

SETTLING CASH DEFENDANTS ON CONSENT DECREE TO WHICH FIRST AMENDMENT TO CONSENT DECREE DOES NOT APPLY

Caption	Appendix C
AIR PRODUCTS AND CHEMICALS, INC.	Air Products and Chemicals, Inc
APPROPRIATE TECHNOLOGIES II, INC.	Appropriate Technologies II, In
BONANZA ALUMINUM CORP.	Bonanza Aluminum Corp.
BROADWAY STORES, INC.	Broadway Stores, Inc.
CITY OF SANTA MARIA	City of Santa Maria
DATATRONICS ROMOLAND, INC.	Datatronics Romoland, Inc.
DEUTSCH ENGINEERED CONNECTING DEVICES/DEUTSCH GAV	Deutsch Engineered Connecting Devices/Deutsch GAV
GAMBRO, INC.	Gambro, Inc.
GSF ENERGY, L.L.C. (successor to GSF ENERGY, INC.)	GSF Energy, L.L.C., successor to GSF Energy, Inc.
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LEFIELL MANUFACTURING COMPANY*	LeFiell Manufacturing Company*
LOMA LINDA UNIVERSITY	Loma Linda University
MAXWELL TECHNOLOGIES, INC.	Maxwell Technologies, Inc.
MICO INC.	MICO West
NELLCOR PURTIAN [sic] BENNETT	Puritan Bennett
RESINART CORP.	Resinart Corp.
SHELL OIL COMPANY	Shell Oil Products Company
SOUTHERN CALIFORNIA EDISON CO.	Southern California Edison Co.

1		TDX/ In decadation I are Con-
2	TELEDYNE INDUSTRIES INC.	TDY Industries, Inc. for Teledyne Inet, Teledyne Linair,
3	inc.	Teledyne MeroCal
4		
5	*	
6		
7	TELEDYNE TECHNOLOGI	ES Teledyne Cast Parts, Teledyne
8	INCORPORATED	Controls, Teledyne Electronic
9		Technologies by Teledyne
10		Technologies Incorporated
11		
12	THE MAY DEPARTMENT STORES COMPANY	The May Department Stores Company
13		Company
14	TODD PACIFIC SHIPYARD	OS Todd Pacific Shipyards
15		1 out 1 series simply with
16	TRW TECHNAR, INC.*	TRW Technar, Inc.*
17		
18	UNITED DOMINION	Cherokee International, Inc.
19	INDUSTRIES	
20		· · · · · · · · · · · · · · · · · · ·
21	UNITED PARCEL SERVICE	E, United Parcel Service, Inc.
22	INC.	
23		
24	[not listed]	U.S. Navy
25	<u> </u>	

^{*} Not on original Consent Decree; amended on by this Second Amendment.

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